

NCB for procurement of Non-Consulting Services

**Procurement of:
Topographic Survey for Tbisi Kumisi, Kvemo
Samgori and Zeda Ru Irrigation Schemes
#IDIC/NCS/NCB/01**

IFB No: IDIC/NCS/NCB/01

Project: Irrigation and Land Market Development Project (ILMDP) – P133828

Employer: Ministry of Agriculture of Georgia

Country: Georgia

Issued on: March 10, 2017

Table of Contents

Part I – Bidding Procedures.....	1
Section I - Instructions to Bidders	3
Section II - Bid Data Sheet (BDS).....	25
Section III - Evaluation and Qualification Criteria.....	30
Section IV- Bidding Forms	34
Section V - Eligible Countries	52
Section VI - Fraud and Corruption	53
Part II – Employer’s Requirement.....	55
Section VII - Activity Schedule	56
Part III – Conditions of Contract and Contract Forms	69
Section VIII - General Conditions of Contract	71
Section IX - Special Conditions of Contract.....	89
Section X - Contract Forms	94

Part I – Bidding Procedures

Section I - Instructions to Bidders

Contents

A. General	5
1. Scope of Bid	5
2. Source of Funds	5
3. Fraud and Corruption	6
4. Eligible Bidders	6
5. Qualification of the Bidder	8
B. Contents of Bidding Document	9
6. Sections of Bidding Document	9
7. Site Visit	10
8. Clarification of Bidding Document	10
9. Amendment of Bidding Document	10
C. Preparation of Bids	10
10. Cost of Bidding	10
11. Language of Bid	10
12. Documents Comprising the Bid	11
13. Letter of Bid and Activity Schedule	11
14. Alternative Bids	12
15. Bid Prices and Discounts	12
16. Currencies of Bid and Payment	13
17. Documents Establishing Conformity of Services	13
18. Documents Establishing the Eligibility and Qualifications of the Bidder	13
19. Period of Validity of Bids	13
20. Bid Security	14
21. Format and Signing of Bid	16
D. Submission and Opening of Bids	16
22. Sealing and Marking of Bids	16
23. Deadline for Submission of Bids	16

24.	Late Bids	17
25.	Withdrawal, Substitution and Modification of Bids	17
26.	Bid Opening	17
E. Evaluation and Comparison of Bids.....		17
27.	Confidentiality	17
28.	Clarification of Bids.....	18
29.	Deviations, Reservations, and Omissions	18
30.	Determination of Responsiveness	18
31.	Nonconformities, Errors and Omissions	19
32.	Correction of Arithmetical Errors	19
33.	Conversion to Single Currency	20
34.	Margin of Preference	20
35.	Evaluation of Bids.....	20
36.	Comparison of Bids	21
37.	Abnormally Low Bids.....	21
38.	Qualification of the Bidder	21
39.	Employer's Right to Accept Any Bid, and to Reject Any or All Bids	21
40.	Standstill Period	22
41.	Notice On Intention to Award.....	22
F. Award of Contract.....		22
42.	Award Criteria	22
43.	Notification of Award	22
44.	Debriefing by the Employer.....	23
45.	Signing of Contract	23
46.	Performance Security	23
47.	Adjudicator	23

Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 In connection with the Specific Procurement Notice - Bidding Document (BD), specified in the Bid Data Sheet (BDS), the Employer, as specified **in the BDS**, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this BD procurement are specified in the BDS.
- 1.2 Throughout this bidding document:
- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
- 1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided **in the BDS**.
- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called "Borrower") specified **in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any

rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

- (e) or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the

WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be initially selected for, prequalified for, bid for, submit proposal for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.
- 4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 18.4.
- 4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.11 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Qualification of the Bidder

- 5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

- 5.2 In the event that prequalification of Bidders has been undertaken as stated in ITB 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

PART 1: Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2: Employer's Requirements

- Section VII - Employer's Requirements

PART 3: Contract

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for Bids (BD) or the notice to prequalified Bidders, as the case may be issued by the Employer is not part of this bidding document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 9. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

- 7. Site Visit** 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.
- 8. Clarification of Bidding Document** 8.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS**. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.
- 9. Amendment of Bidding Document** 9.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda.
- 9.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 8.1.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.

C. Preparation of Bids

- 10. Cost of Bidding** 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 11. Language of Bid** 11.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which

case, for purposes of interpretation of the Bid, such translation shall govern.

**12. Documents
Comprising the
Bid**

12.1 The Bid shall comprise the following:

- (a) **Letter of Bid** prepared in accordance with ITB 13;
- (b) **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15;
- (c) **Bid Security or Bid-Securing Declaration** in accordance with ITB 20.1;
- (d) **Alternative Bid:** if permissible in accordance with ITB 14;
- (e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
- (f) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
- (g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;
- (h) **Conformity:** documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and
- (i) any other document required **in the BDS.**

12.2 In addition to the requirements under ITB 12.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

12.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**13. Letter of Bid
and Activity
Schedule**

13.1 The Letter of Bid and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.

- 14. Alternative Bids**
- 14.1 Unless otherwise indicated **in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Employer.
 - 14.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
 - 14.3 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Employer's Requirements.
- 15. Bid Prices and Discounts**
- 15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Activity Schedule(s) shall conform to the requirements specified below.
 - 15.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
 - 15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Bidder.
 - 15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 13.1.
 - 15.5 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Employer's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
 - 15.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.
 - 15.7 If provided for **in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information

required under the Special Conditions of Contract and of the General Conditions of Contract.

- 15.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.

16. Currencies of Bid and Payment

- 16.1 The currency of the Bid is the Georgian Lari (GEL). The currency of Bid and the currency of payments shall be the same.

17. Documents Establishing Conformity of Services

- 17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements.
- 17.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Employer's Requirements.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

- 18.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 18.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 18.4 In the event that prequalification of Bidders has been undertaken as stated **in the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.
- 18.5 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Bids

- 19.1 Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid

submission deadline date (as prescribed by the Employer in accordance with ITB 23.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

- 19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.
- 19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity period, the Contract price shall be determined as follows:
- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
 - (b) in the case of adjustable price contracts, no adjustment shall be made; or
 - (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

20. Bid Security

- 20.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.
- 20.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security specified **in the BDS**,

from a reputable source and an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 19.2.

- 20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.
- 20.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46.
- 20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 20.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed:
 - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid, or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a performance security in accordance with ITB 46.
- 20.8 The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.2.

20.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a performance security in accordance with ITB 46;

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated **in the BDS**.

21. Format and Signing of Bid

- 21.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12, bound with the volume containing the Form of Bid.
- 21.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 21.3 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 21.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

Not Applicable

23. Deadline for Submission of Bids

- 23.1 Bids must be submitted electronically. The Bidders shall follow the electronic Bid submission procedures specified **in the BDS**.

23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids Not Applicable

25. Withdrawal, Substitution and Modification of Bids 25.1 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

26. Bid Opening 26.1 Bid opening will take place electronically using Georgian E-Government Procurement System with certain modifications. Major modifications to the Georgian E-Procurement System are:
 - Functionality of the three round safe-Reverse auction is removed. Rounds will not be applicable.
 - The estimated cost of the contract is disclosed in the E-Procurement system and bidders can submit a bid price, which could be below or above the estimated cost, however pricing the bid is the responsibility of the bidder, which shall be based on the current market prices.

26.2 The Employer shall prepare a record of the Bid opening that shall include, as a minimum:

- (a) the name of the Bidder;
- (b) the Bid Price, per lot (contract) if applicable, including any discounts; and
- (c) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.

26.3 The Minutes of the Bid Opening will be uploaded in the E-Procurement System following the bid opening.

E. Evaluation and Comparison of Bids

27. Confidentiality 27.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Award the Contract is transmitted to all Bidders in accordance with ITB 43.

- 27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be uploaded through the Georgian E-Government Procurement System. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 32.
- 28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 29. Deviations, Reservations, and Omissions**
- 29.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 30. Determination of Responsiveness**
- 30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.
- 30.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that all requirements of Section VII, Employer's Requirements have been met without any material deviation or reservation, or omission.

30.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**31. Nonconformities
Errors and
Omissions**

31.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.

31.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**.

**32. Correction of
Arithmetical
Errors**

32.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit

price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Bid.

33. Conversion to Single Currency

33.1 Not applicable

34. Margin of Preference

34.1 Not applicable

35. Evaluation of Bids

35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Employer shall determine the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

35.2 Evaluation of bids shall be based on quantifiable criteria expressed in monetary terms as defined in the BDs, no merit point system and no domestic preference shall be used in the evaluation of bids. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:

- (a) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
- (b) price adjustment due to discounts offered in accordance with ITB 15.4;
- (c) converting the amount resulting from applying (a) and (b) above, if relevant,

- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
- (e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications (or Terms of Reference); and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

35.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.

37. Abnormally Low Bids

37.1 Not applicable.

38. Qualification of the Bidder

38.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

39. Employer's Right to Accept

39.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to

**Any Bid, and to
Reject Any or
All Bids**

Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

**40. Standstill
Period**

40.1 Not applicable

**41. Notice On
Intention to
Award**

(a) Not applicable

F. Award of Contract

42. Award Criteria

42.1 Subject to ITB 39, the Employer shall award the Contract to the successful Bidder. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

**43. Notification of
Award**

43.1 Prior to the expiration of the Bid Validity Period or any extension thereof, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

43.2 At the same time, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

43.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official

gazette. The Employer shall also publish the contract award notice in UNDB online.

43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

44. Debriefing by the Employer

44.1 Not applicable

45. Signing of Contract

45.1 Promptly upon Notification of Award, the Employer shall send the successful Bidder the Contract Agreement.

45.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

46. Performance Security

46.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer.

46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

47. Adjudicator

47.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

Section II - Bid Data Sheet (BDS)

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (IFB) is : #IDIC/NCS/NCB/01</p> <p>The Employer is: Ministry of Agriculture of Georgia</p> <p>The name of the NCB is: Topographic Survey for Tbisi Kumisi, Kvemo Samgori and Zeda Ru Irrigation Schemes</p> <p>The number and identification of lots (contracts) comprising this NCB is: N/A</p>
ITB 1.2(a)	<p>Electronic –Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process:</p> <p>Georgian E-Government Procurement System</p> <p>http://procurement.gov.ge/Home.aspx?lang=en-US</p> <p>The electronic-procurement system shall be used to manage the following aspects of the Bidding process:</p> <ul style="list-style-type: none"> • <i>issuing bidding document</i> • <i>submissions of Bids</i> • <i>opening of Bids</i>
ITB 1.3	<p>The Intended Completion Date is: 4 months from commencement date, i.e. August 2017</p>
ITB 2.1	<p>The Borrower is: Georgia</p> <p>Loan or Financing Agreement amount: US\$ 50 million</p> <p>The name of the Project is: Irrigation and Land Market Development Project (ILMDP) - P133828</p>
ITB 4.1	<p>Maximum number of members in the Joint Venture (JV) shall be: 3 (three)</p>
ITB 4.5	<p>A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.</p>
	<p>B. Contents of Bidding Document</p>

ITB 8.1	<p>For <u>Clarification of Bid purposes</u> only, the Employer's address is:</p> <p>Requests for clarification should be submitted through the Georgian E-Government Procurement System.</p> <p>Requests for clarification should be received by the Employer no later than: <u>7</u> days prior to the bid submission deadline (i.e. March 31, 2017).</p>
	C. Preparation of Bids
ITB 11.1	<p>The language of the Bid is: <i>English</i></p> <p>All correspondence exchange shall be in <i>English</i> language.</p> <p>Language for translation of supporting documents and printed literature is <i>English</i>.</p>
ITB 12.1 (j)	<p>The Bidder shall submit the following additional documents in its Bid: <i>None</i></p>
ITB 14.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 14.3	Alternative technical solutions shall be permitted for the following parts of the Services: <i>N/A</i>
ITB 15.7	The prices quoted by the Bidder <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITB 18.4	Prequalification <i>has not</i> been undertaken.
ITB 19.1	The Bid validity period shall be <u>60 (sixty)</u> days.
ITB 19.3 (a)	The Bid price shall be adjusted by the following factor(s): <i>N/A</i>
ITB 20.1	A Bid-Securing Declaration <i>shall be</i> required.
ITB 20.3 (d)	Other types of acceptable securities: <i>None</i>
ITB 20.9	If the Bidder performs any of the actions prescribed in ITB 20.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded a contract by the Employer for a period of <u>2 (two)</u> years.
ITB 21.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of:

	<i>If the bid is signed by any other person, other than a director, the bidder shall submit a written Power of Attorney authorizing the person to sign the bid on behalf of the bidder. Failing to meet such requirement the bid shall be rejected.</i>
	D. Submission and Opening of Bids
ITB 23.1	The Bids shall be submitted electronically through Georgian E-Government Procurement System: http://procurement.gov.ge/Home.aspx?lang=en-US
ITB 23.1	<p>The deadline for Bid submission is: Date: <i>April 7, 2017</i> Time: <i>15:00 (Georgian local time)</i></p> <p>Bidders <i>shall</i> submit their Bids electronically.</p> <p>The electronic Bid submission procedures shall be:</p> <p>Bidders shall follow the electronic bid submission procedures of Georgian E- Government Procurement System.</p> <p>Government procurement procedures <u>SHALL NOT</u> apply for this procurement. Bid submission and bid opening will take place electronically using Georgian E-Government Procurement System with certain modifications. Major modifications to the Georgian E-Procurement System are:</p> <ul style="list-style-type: none"> - Functionality of the three round safe-Reverse auction is removed. Rounds will not be applicable. - The estimated cost of the contract is disclosed in the E-Procurement system and bidders can submit a bid price, which could be below or above the estimated cost, however pricing the bid is the responsibility of the bidder, which shall be based on the current market prices and any other factors which may influence the pricing of the proposed works. <p>Please note that bidding is conducted under National Competitive Bidding (NCB) procedures as specified in the World Bank's Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loan and IDA Credits & Grants by World Bank Borrowers, January 2011, revised July 2014 ("Procurement Guidelines").</p>
ITB 26.1	<p>The electronic Bid opening procedures shall be:</p> <p>Bid opening will take place electronically using Georgian E-Government Procurement System with certain modifications.</p>

	<p>Major modifications to the Georgian E-Procurement System are:</p> <ul style="list-style-type: none"> - Functionality of the three round safe-Reverse auction is removed. Rounds will not be applicable. - The estimated cost of the contract is disclosed in the E-Procurement system and bidders can submit a bid price, which could be below or above the estimated cost, however pricing the bid is the responsibility of the bidder, which shall be based on the current market prices. <p>The Minutes of the Bid Opening will be uploaded in the E-Procurement System following the bid opening.</p>																										
E. Evaluation and Comparison of Bids																											
ITB 31.3	<p>The adjustment shall be based on the <i>highest</i> price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.</p>																										
F. Award of Contract																											
ITB 47	<p>The Adjudicator proposed by the Employer is: <i>Mr. Paata Salia Office located at #4 Shio Mghvimeli Str, Tbilisi 0161, Georgia.</i></p> <p>The hourly fee for this proposed Adjudicator shall be: <i>USD150 equivalent at the date of payment.</i></p> <p>The biographical data of the proposed Adjudicator is as follows:</p> <hr/> <table> <tr> <td>Personal</td><td><i>Date of Birth: 06.06.1972</i></td></tr> <tr> <td>Education</td><td><i>Place of Birth: Georgia</i></td></tr> <tr> <td></td><td>Caucasus University</td></tr> <tr> <td></td><td><i>LLM (Master of Laws)</i></td></tr> <tr> <td></td><td>Specialization in “Commercial Law”</td></tr> <tr> <td></td><td>1989-1995 Iv. Javakhishvili Tbilisi State University</td></tr> <tr> <td></td><td><i>Master of</i></td></tr> <tr> <td></td><td><i>Social Science (Specialization History)</i></td></tr> <tr> <td></td><td>1998-2001 I. Vekua State University</td></tr> <tr> <td></td><td>Law Department.</td></tr> <tr> <td></td><td><i>Degree – Master of law</i></td></tr> <tr> <td>Professional Background</td><td>Since 2005 at present Law Office “Gabunia & Partners” Partner, Attorney at Civil and Administrative Law;</td></tr> <tr> <td></td><td><i>Duties:</i></td></tr> </table>	Personal	<i>Date of Birth: 06.06.1972</i>	Education	<i>Place of Birth: Georgia</i>		Caucasus University		<i>LLM (Master of Laws)</i>		Specialization in “Commercial Law”		1989-1995 Iv. Javakhishvili Tbilisi State University		<i>Master of</i>		<i>Social Science (Specialization History)</i>		1998-2001 I. Vekua State University		Law Department.		<i>Degree – Master of law</i>	Professional Background	Since 2005 at present Law Office “Gabunia & Partners” Partner, Attorney at Civil and Administrative Law;		<i>Duties:</i>
Personal	<i>Date of Birth: 06.06.1972</i>																										
Education	<i>Place of Birth: Georgia</i>																										
	Caucasus University																										
	<i>LLM (Master of Laws)</i>																										
	Specialization in “Commercial Law”																										
	1989-1995 Iv. Javakhishvili Tbilisi State University																										
	<i>Master of</i>																										
	<i>Social Science (Specialization History)</i>																										
	1998-2001 I. Vekua State University																										
	Law Department.																										
	<i>Degree – Master of law</i>																										
Professional Background	Since 2005 at present Law Office “Gabunia & Partners” Partner, Attorney at Civil and Administrative Law;																										
	<i>Duties:</i>																										

	<ul style="list-style-type: none"> ➤ Representing clients interests in all instances of courts concerning civil, administrative, tax, building, commerce, corporative, labor, law cases, ➤ preparing memorandums (legal analyses), ➤ Preparing contracts on different subjects, especially dealing with real estate, ➤ provide oral and written legal services, ➤ carry out negotiations, ➤ preparing all legal documentations, ➤ deal with government and private institutions; <p>Since 2002 at present Tbilisi Arbitration Chamber Deputy director;</p> <p>Duties:</p> <ul style="list-style-type: none"> ➤ Proceeding Organization Management, ➤ Preparing cases for Arbitration, ➤ Mediation between Parties, ➤ Implementation special rules for Arbitration; <p>2000-2001 Law Company “Attorney“ Legal Consultant;</p> <p>Duties:</p> <ul style="list-style-type: none"> ➤ Provide legal consultation, ➤ preparing contracts on different subjects, ➤ preparing legal documents and complaints, ➤ negotiate with contractors, ➤ conducted Civil and Administrative Law cases;
Qualification	2003 Qualification Examinations of Attorney in Civil and Administrative Law issued by the Ministry of Justice of Georgia;
Academic Experience	<p>From 2001 to 2004 - Training Centre of Ministry of Justice, special intensive training programs:</p> <ul style="list-style-type: none"> ➤ English language for lawyers; ➤ Business law; ➤ Preparatory Study Course for Barristers; ➤ Management and Administration; <p>2003-2004 Training Centre of Georgian Young Lawyers’ Association.</p> <p>Long term trainings:</p> <ul style="list-style-type: none"> ➤ Private Arbitration; ➤ Law of Obligations; ➤ Administrative Law; ➤ Corporative Law;
Professional Membership	<p>Founder of Georgian Arbitration Association.</p> <p>Founder Member of Georgian Bar Association</p>
Languages	Georgian (<i>native</i>), English, Russian, Greek;
Computer Literacy	Windows, Office programs, PowerPoint, Internet.

Section III - Evaluation and Qualification Criteria

Contents

1.	Evaluation (ITB 35.2(f))	31
1.1	Adequacy of Technical Proposal	31
1.2	Multiple Contracts	Error! Bookmark not defined.
1.3	Alternative Times for Completion	Error! Bookmark not defined.
1.4	Alternative Technical Solutions for specified parts of the Services	Error! Bookmark not defined.
1.5	Sustainable procurement	Error! Bookmark not defined.
2.	Qualification	31

The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall determine the Bid that has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

1. Evaluation (ITB 35.2(f))

In addition to the criteria listed in ITB 35.2 (a) to (e) the following criteria shall apply: Not Applicable

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Employer's Requirements.

2. Qualification

If the Employer has not undertaken prequalification of potential Bidders, all Bidders shall include the following information and documents with their Bids:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements for the past five years;

- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (i) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

Bids submitted by a joint venture of two or more firms as members shall comply with the following requirements, unless otherwise stated **below**:

- (a) the Bid shall include all the information listed above for each joint venture member;
- (b) the Bid shall be signed so as to be legally binding on all members;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement;
- (d) one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount specified **below**;
- (b) experience as service provider in the provision of at least one service contract of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as specified **below**;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed **in below**;
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager;

A consistent history of litigation or arbitration awards against the Applicant or any member of a Joint Venture may result in disqualification.

Qualification Requirements

Joint Ventures	The information needed for Bids submitted by joint ventures is as follows: <u>Joint Venture Agreement, Power of Attorney, Firms Registration Document</u>
Annual Volume	The minimum required annual volume of Services for the successful Bidder in any of the last five years shall be: <u>GEL 700,000.00</u>
Experience	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years the following: One (1) similar contract that have been successfully completed between 1st January 2012 and application submission deadline with minimum value <u>GEL 350,000.</u>
Essential Equipment	The essential equipment to be made available for the Contract by the successful Bidder shall be: <ol style="list-style-type: none"> 1. Long range DGPS equipment with all necessary accessories of which at least two sets of batteries and in any case sufficient batteries to allow continuous full time survey, <u>at least 10 units</u>; 2. Fully operational CAD stations (<u>5 units</u>) with adequate ram, processing and storage capacity to allow the swift processing of the data collected and production of the required drawings; 3. Inspection instruments <ul style="list-style-type: none"> - Schmidt hammer (<u>1 unit</u>), instrument with valid calibration certificate, - Magnetic resonance instrument (<u>1 unit</u>): instrument with valid calibration certificate, 4. Vehicles (<u>at least 5 units</u>) – The bidder shall provide to surveyors off road vehicles which allow access to all locations to be surveyed during the whole period of assignment and permit collection of surveyors at the end point of survey.
Subcontractors	Subcontractors' experience <i>shall not</i> be taken into account.

The figures for each of the members of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of (a) and (b); however, for a joint venture to qualify the member in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other members at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

Subcontractors' experience and resources ***will not be taken*** into account in determining the Bidder's compliance with the qualifying criteria.

Section IV- Bidding Forms

Table of Forms

Letter of Bid.....	35
Qualification Information	Error! Bookmark not defined.
Schedule Forms	43
Activity Schedule.....	44
Notification of Award - Letter of Acceptance	48
Form of Contract	49

Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: *All italicized text is to help Bidders in preparing this form.*

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

IFB No.: *[insert number of IFB process]*

To: *[insert complete name of Employer]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in the Employer's Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: *[insert a brief description of the Non-Consulting Services]*;
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*
Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;
- (f) **Discounts:** The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: *[Specify in detail each discount offered.]*
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (i) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (m) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, or any other Bid that you may receive; and
- (o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: **[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: *******[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*

IFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the agency of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission]*

IFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified **in the BDS**: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 4.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Statement of compliance with the requirements of ITB 4.2.
- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.

2. Joint Ventures

- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each member of the joint venture.
- 2.2 The information in 1.12 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that

- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
- (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

3. Additional Requirements

- 3.1 Bidders should provide any additional information required **in the BDS**.

Schedule Forms

Activity Schedule

Currency: Georgian lari (GEL)					Date: _____ IFB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
1	Topographic survey works, the preparation of survey data sets, associated drawings and shape files of secondary Canals of the Qvemo Samgori Irrigation system	km		85		
2	Topographic survey works the preparation of survey data sets, associated final drawings in pdf format (binder) and ACAD files and shape files of secondary Canals of the Zeda Ru Irrigation scheme	km		102		
3	Topographic survey works the preparation of survey data sets, associated drawings and shape files of Zeda Ru and Qvemo Samgori systems	km		900		
4	The Survey of the alignment of the first two hundred meters of all secondary distributor canals to be replaced by buried pipelines.	m		30000		
5	The supply of the topographic map 1/10.000 or 1/5000 in ACAD compatible format, geo-referenced and in Arc GIS 10.1 or later compatible format, geo-referenced of the whole design irrigation area plus 50 m in all directions.	ha		20700		

6	For the entire design irrigation areas of Qvemo Samgori, Zeda Ru and Tbisi-Kumisi irrigation schemes, with a total area of 20,700 ha, conduct a survey to obtain spot elevations of the natural ground, with a density of 1 spot elevation per 100 ha, These spot elevations may be taken by a DGPS rover mounted on a vehicle as an error of 200 mm will be accepted, the data set will be entered as a georeferenced layer in the ACAD and GIS project files.	ha		20700		
7	The development of 3D alignments for secondary and tertiary level buried pipelines in close proximity of the existing alignments of canals, in Arcgis 10.1 (or later) and ACAD format. Alignments to be limited to state owned land, avoiding intersection of these alignments all plot boundaries of the database of registered and unregistered plots.	km		1087		
8	The establishment of up to 200 benchmarks, at an interval of 1500 m along the secondary canals and at the end of the tertiary canals but in locations approved by the Employer and in locations unlikely to be disturbed by construction works at a later stage.	Units		200		
9	Engineering inspections of structures	structure		20		
					Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Method Statement

Work Plan

Notification of Award - Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Service Provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bid Data Sheet]*,

or

We accept that *[name proposed by Bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 47.1

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, 2017, between, on the one hand, **Ministry of Agriculture of Georgia, International Relations Department** (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received a credit from the International Development Association (hereinafter called the “Association”) towards the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Employer and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the credit, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the credit or have any claim to the loan credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;

- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [**Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price

- 2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [*name of Employer*]

[*Authorized Representative*]

For and on behalf of [*name of Service Provider*]

[*Authorized Representative*]

[**Note:** *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Service Provider

[*name of member*]

[*Authorized Representative*]

[*name of member*]

[*Authorized Representative*]

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

IFB No.: *[number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Employer for the period of time of **2 (two) years** starting on **April 7, 2017**, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In reference to ITB 4.8, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) *none*

Under ITB 4.8 (b) *none*

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines (refers to the Guidelines specified in the relevant Financing Agreement) and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Part II – Employer's Requirement

Section VII - Activity Schedule

Description of the Services

I. Scope of work

This scope of works relates to

- (1) Topographic survey works in relation to the rehabilitation of
 - Secondary Canals of the Qvemo Samgori Irrigation system (in total estimated to be about 82.25 km long) and of the Zeda Ru Irrigation scheme, in total estimated to be about 101.61 km long). These are shown on the attached map, (not to scale) in annex 1, The preparation of survey data sets, associated drawings and shape files.
 - Tertiary canals for Zeda Ru and Qvemo Samgori systems, a total of 900 km
- (2) The Survey of the alignment of the first two hundred meters of all secondary distributor canals to be replaced by buried pipelines as described below. Estimated to be 30 km in total length.
- (3) The supply of the topographic map 1/10.000 or 1/5000 in ACAD compatible format, georeferenced and in Arc GIS 10.1 or later compatible format, georeferenced of the whole design irrigation area plus 50 m in all directions
- (4) For the entire design irrigation areas of Qvemo Samgori, Zeda Ru and Tbsi-Kumisi irrigation schemes, with a total area of 20,700 ha, to conduct a survey to obtain spot elevations of the natural ground, with a density of 1 spot elevation per 100 ha, intended as reference points allowing the verification of the accuracy of the contours of the topographic map 1/10.000. These spot elevations may be taken by a DGPS rover mounted on a vehicle as an error of 200 mm will be accepted.
- (5) The development of 3D alignments for secondary and tertiary level buried pipelines in close proximity of the existing alignments of canals, in Arcgis 10.1 (or later) and ACAD format. Alignments to be limited to state owned land, avoiding intersection of these alignments all registered and unregistered plot boundaries,
- (6) The establishment of benchmarks at an interval of 1500 m in locations approved by the Employer and in locations unlikely to be disturbed by construction works at a later stage.
- (7) An Engineering inspection as described in annex 2 attached herewith of all conveyance structures (aqueducts, siphons, chutes), regulators, outlets and waste ways on existing secondary canals. The quotation will include the cost for full inspection of up to 20 structures

The indicated lengths are indicative only and will be determined by the approved survey works.

II. General requirements:

1. The survey will meet all requirements of the Law and regulations of Georgia in particular, with respect to accuracy of topographic surveys for water works and or irrigation systems;

2. Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
3. All elevations must be **absolute** elevations and all coordinates must be to the national grid used by Government of Georgia for the project area;
4. Projections will be current projections used;
5. The Service Provider will obtain information about official benchmarks in the area or establish such benchmarks. The Service Provider will submit a full description of the benchmarks used for the survey including coordinates, elevation and a description and photo of the monument used.
6. The Service Provider will be responsible for the accuracy of the data submitted and will cover the cost of remedying the consequences of erroneous topographic data. He is responsible for the proper calibration of his instruments and will present evidence of calibration of the instruments.
7. The Service Provider will only survey canals which are shown on the attached maps
8. All raw data files are to be submitted in soft version.
9. All drawings will be submitted bilingual, in English and Georgian

III. Description of the required topographic survey of Secondary Canals

The objective of the survey is to define the geometry of the canals in their present state to allow design works and tender and to hydraulically define the canals (over their entire length) and the associated structures.

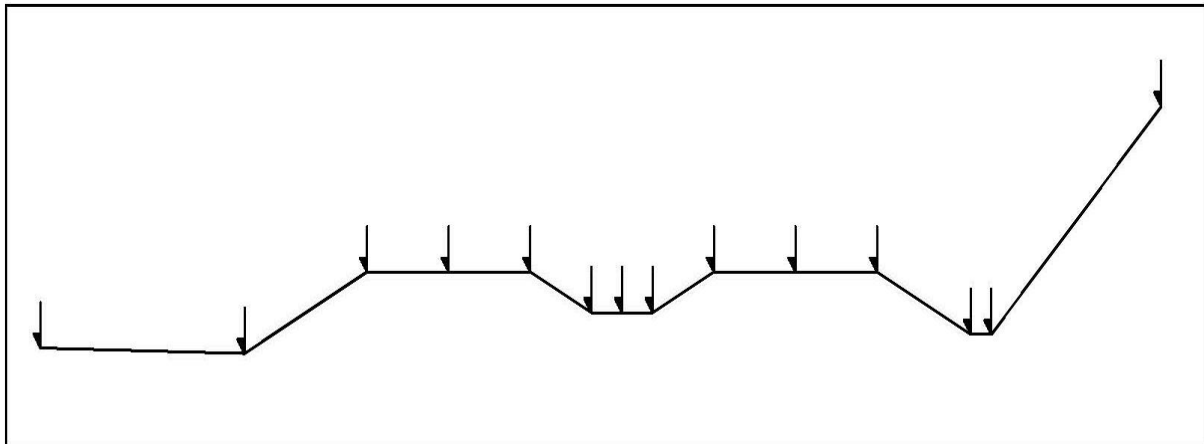
Required works:

- (1) Cross sections will be surveyed
 - at the beginning of each section of canal
 - at the end of the each section of canal
 - every 100 m interval
 - in each turn
- (2) The longitudinal profile and chainage will be prepared for the center line of the existing canal
- (3) Cross sections will be determined at each of the following locations:
 - A change In **cross section** of the canal (a change in bed width, in side slope of the canal, in bank height, in shape of the canal (A change from trapezoidal to rectangular for instance, please note that a **gradual transition** between sections requires two cross sections, one at the beginning of the transition and one at the end of the transition), Changes at cross sections may occur at a road crossing (bridge, culverts,...) if the flow is constricted in width of height of flow.,....
 - A changing in **lining of canal** (earth to concrete, concrete to rock masonry, to steel ...
 - At junctions three sections are needed: one upstream and one at each branch.

- **Any inlet structures** (inflow from canals, inflow from drainage water by gutters , overland or by piped inlets, waste water)
 - **Any outlet structures** (outlet to canals, waste ways: where water can be released to a collector if there is an excess of water,....)
 - **At regulators, chutes, bridges, drain over chutes and pipe crossings**
 - **Tail-end** structures : require a cross-section at the structure and another cross section downstream of the tail end structure
 - **Side spillways** if any where water is escaping over a crest in case of excess water.
 - A change in bed slope. This may not ways be visible in the terrain and may appear when developing the longitudinal profile in which case the location of change in bed slope may have to be determined on site.
 -
- (4) The survey of the in-and outlet structures
- (5) The Surveyor will consider that the drain connecting the tail structure to the nearest natural drain is part of the canal and survey this structure entirely with the last cross section being in the natural drain.
- (6) Produce the longitudinal profile, cross sections, plan view showing the existing canal structure and all man made features and erosion gullies within the strip of land to be surveyed.

IV. Trapezoidal lined sections

The cross-section of a trapezoidal canal requires surveyed points (x,y,z) as shown on the typical cross section here below. These must be taken along a straight line perpendicular to the centerline of the canal at that place. Off set of spot elevations to this perpendicular line should be minimal and should not exceed 0.25 m.



In case of sediments: the concrete lining surface is the elevation to be obtained. The thickness of sediment must be noted for each point where it is present. (In earth canals the mirror pole must be placed gently (without pressure or dropping it) on the existing sediment)

THE CROSS SECTIONS MUST BE DRAWN FROM SPOT ELEVATIONS OBTAINED AT THE DESCRIBED LOCATIONS (BEGINNING AND END OF SECTION, AT EVERY OUTLET, INLET, ETC...). DEVELOPING CROSS SECTIONS BY INTERPOLATION OF SPOT ELEVATIONS OBTAINED AT A DISTANCE FROM THE INTENDED CROSS SECTION (IN EITHER DIRECTION) WILL NOT BE ACCEPTED.

V. Survey of sections of unlined canals

The surveyor may find canals sections in various state of degradation including coverage with trees and bush, complete capping, fencing,...

He will use his professional judgment to find the centerline of the alignment and survey sufficient spot elevations on each cross section to allow him to present the geometry of the terrain realistically.

He will skip sections where the canal has disappeared completely and the alignment is occupied and seek the first section of alignment which is not occupied by permanent structures and which is longer than 500 m further downstream and resume surveying the alignment and canal there.

The structures along the alignment will be surveyed as described here below.

The beginning and end as well as the elevations of the sills of the in- and outlets of road crossings, siphons, aqueducts, tunnels, waste ways,.... will be determined accurately whatever the state of degradation these are.

Sections of canals consisting of precast parabolic or cylindrical elements:

Cross sections are required as above however, the cross section is reduced to:

- One point showing the top of the center of the parabolic element.
- The following dimensions of the parabolic flumes:
 - The measurement of the distance between side walls at the top of the walls
 - The vertical distance from the middle of the straight line between the top of both banks and the bed in the center of the flume. The drawings will show the typical flume cross section at the effective height.
- A spot elevation of the natural ground is taken on each side of the parabolic flume, next to the outside of the parabolic element.
- A spot elevation of the natural ground is taken 5 m from the element on each side

The survey must show the elevation and dimensions of each turn box, outlet boxes, junctions, road crossings etc. in particular the elevation and width of outlets and inlets.

Sections of canals with rectangular cross section

As above, however an additional spot elevation must be taken on either side of the canal bed.

Tunnels

Tunnels will not be surveyed but the tunnel section at in and out let will be determined.

However, the level and bearing of the survey will be carried forward by a double traverse survey from the point of entry to the tunnel to the point of outflow. This path will follow the shortest possible way between the inflow and outflow. The cost of this traverse surveying is considered included in the cost of survey of the longitudinal profile of the canal. The surveyor will be paid on basis of the alignment as provided by old surveys or on basis of the shortest distance between the inlet and outlet of each tunnel.

BURIED PIPE SYSTEMS

The pipe diameter, pipe material and elevation of the bottom of the pipe at both the inlet and outlet sections are required.

The survey must show the elevation and dimensions of all turn boxes and outlet boxes, in particular the elevation and diameter of the pipes or width of outlets and inlets.

The alignment of the pipe must be surveyed by taking one spot elevation of the natural ground of the top of the pipe at significant points along the center line but at least at an interval of 50 m.

The location and diameter of all existing tapings from the pipe sections must be determined.

VI. Survey of Structures associated with the canals

Survey of any cross regulators, in- and outlet transitions, outlets on the side of the canal, division structures, culverts, siphons, aqua ducts, side spillways, waste ways, drain inlets,

:

Along earth canals, the bridges and culverts must be hydraulically defined: for this any part of the structure which may change flow lines in the canal must be adequately described and measured. The location, elevation, length and geometry of any visible footings, floor slabs, protruding abutments, underside of beams across the canal.

The Service Provider is allowed to present the information on all similar structures of a given canal as a typical drawing and associated table of elevations and dimensions. In this case the table must be submitted in soft version of excel format also.

The Service Provider will ensure that the different structures are presented in these tables on the lines of the table while the dimensions of each structure are shown in the columns, this for future use as a GIS attribute table.

At Siphons the Service Provider will survey along the centerline of the structure and take spot elevations at the center of the top of the barrels or along the centerline at an interval of not more than 50 m and at each change of slope

Supply the Topographic map

The Surveyor will provide the most recent topographic map 1/10,000 or 1/5000 which ever covers the entire design irrigation area plus 100 m external buffer zone, in ACAD compatible format and georeferenced and in Arc GIS 10.1 or later compatible format. The format of the files must allow showing the map in varying degrees of transparency.

Verification of contour lines in areas for pressurized systems

The Service Provider will survey single spot elevations of the natural ground at representative spots with a average density of 1 spot elevation per 100 ha (grid 1000 x 1000 m with variations of up to 250 m allowed) in order to verify the accuracy and allow eventual adjustment of the contours of the topographic map 1/10.000. The spot elevations will preferably be taken along the alignment of the existing secondary level distributary and along expected alignments of tertiary branches

The Service Provider will produce a file showing the location of the spot elevations and aa label showing the actual elevation which can be conveniently superimposed on the topographic map in ACAD and Arc-GIS compatible formats.

Survey of pipe system alignments

It is necessary to modify the outlet of the main canal to accommodate the trash screens and provide a filter and regulation reservoir downstream of the outlet and to connect the area to the drainage system. For this a detailed site survey is needed.

The available pressure may be only sufficient for ultra-low pressure distribution systems in its upstream reaches and to determine the available head in this part,

The surveyor will conduct a survey of the proposed piped systems as follows:

- a detailed site survey of the outlet section of the outlets, including the bank top and bank side slope covering at least 5 m on either side of the centerline of the outlet.
- A detailed site survey at a scale of 1:500 of strip of 25 m on either side of the center line of the secondary canal and 30 long, starting from the toe of the canal embankment or side berm of the road, whatever is the case.
- The Survey of the alignment of the 250 meters of the natural ground on the left side of the secondary canal with one point surveyed every 50 m.

The Service Provider will supply a plan view, longitudinal profile in .dwg format and GIS compatible format.

Generation of 3D alignments for secondary level buried pipelines.

The Service Provider will generate 3 D polylines with centerline on the right side of the existing secondary canals and at least at 2 m from the boundary of any private registered or unregistered properties as shown on the respective database, placing vertexes

- At 50 m interval, at any bend or sudden change of slope or any division box, outlet, culvert
- At every spot elevation of the control survey along the alignment
- Include the spot elevations of the terrestrial survey of the upstream 250 m of the alignment.

The Service Provider will supply a plan view, longitudinal profile in .dwg format and GIS compatible form

Benchmarks

The Service Provider will establish benchmarks along the alignments for open canals at a rate of one every 1500 m. A benchmark will consist of not less than 25 l of reinforced concrete, a 25 mm diameter rebar rod of 300 mm length, protruding 10 mm from the concrete surface not higher than 50 mm above the surrounding natural ground level.

additional on Deliverables

The deliverables are listed in the above descriptions.

Moreover:

1. All data must be submitted in soft copy both raw data files and as ACAD point files.
2. All drawings must be presented only in A3 format and must be submitted as a hard copy, as soft copy in pdf and in .dwg format and in Arc-gis compatible format
3. The Service Provider will submit a proposed lay-out of drawings for approval.
4. The Service Provider will submit:
 - An ACAD file with the center line of the canal being a continuous 3D polyline and showing the spot elevations (point lists included) and the 3 d model generated to extract the cross sections.
 - An overview map of the alignments of all secondary canals and pipelines in ACAD and GIS compatible format.
 - Canal alignments: drawings in .dwg format, Arcgis compatible format and pdf format (in separate files and in one binder) in A3 format, both digital version and one hard copy print out of the pdf format.

These drawings should show from top to bottom:

- (1) The plan view of the canal alignment at the scale of 1:2000 (one drawing on an A3 sheet representing about 750 m of canal per drawing). The drawing should showing : reference points with coordinates, the centerline, bed and side slopes, the location of the cross sections (with coordinates of the point on the center line of the canal, the spot elevations taken, the associated structures in top view (derived from the sketches). The above should be shown on a strip of the official topographic map 1:10000, 100 m wide, (50 m on either side of the center line of the canal), presented at a scale of 1:2000 as a transparent on back ground. The Service Provider can present alternatively to present a strip of areal or satellite imagery of equal width. The required resolution of the imagery must be 0.5 m or better. The Service Provider is required to present a sample for approval prior to preparing the drawings.
- (2) The corresponding longitudinal profile at a scale 1:2000 H and 1:100 V, showing top banks, the bed elevation, the location of structures with their ID reference connected with drop lines to the canal design table

VII. Delivery schedule

- The topographic map will be delivered the day after the signature of the contract

	Deliverable	Submission rate per week, starting with end of week 2 after signature of the contract, fully completed

1a	The survey of secondary canals	50 km/week
1b	The survey of tertiary canals	50 km/week
2	The detailed site surveys and survey of the 250 first m of alignment of pipelines	10 per week
3a	Topographic map scale 10.000 in soft version, georeferenced, for ACAD and Arc-GI 10.1 or 10.2	1 week
3b	Topographic map scale 5.000 in soft version, georeferenced, for Acad and Arc-GI 10.1 or 10.2	1 week
4	The verification of the terrain Topography	1500 ha per week
5	Development of alignments of pipelines	250 km/week
6	Benchmarks	Up to 40
7	Engineering inspection	Up to 15 structures

VIII. Personnel to be provided:

KEY EXPERTS:

1. Chief Surveyor: 1 position

Profile:

- Fully qualified and licensed surveyor with 15 years' experience;
- Extensive exposure to topographical survey works for irrigation infrastructure surveys,
- Proficient with data processing, CAD software including DTM software.
- Proficient with DGPS surveys and processing software

Tasks:

- Plan and coordinate the works of the different surveying teams.
- Conduct the survey of control points by vehicle mounted DGPS equipment.
- Quality Control of the survey and drafting works.
- Preparation of reports,
- Project management,
- Prepare and submit the topographic map 1/10,000 or 1/5,000

2. Surveyors, at least 10 positions

- Fully qualified and licensed surveyor with at least 3 years' experience and preferably with previous exposure to topographical surveys for irrigation infrastructure surveys,
- Proficient with data processing, CAD software
- Proficient with DGPS surveys and processing software

Tasks:

- Lead one survey team

- Conduct topographic surveys of canal alignments
- Instruct the surveyors assistant on selection of spot elevations to be selected
- Take notes on terrain features within the area of strip survey
- Collect and process data,
- Advise CAD operators
- Quality control of prepared drawings.

3. **Survey Assistant**, at least 20 positions

- Surveyors assistant with previous experience in conducting surveys with DGPS equipment and handling a survey rover.

Tasks: handle one rover antenna and collect points along with the surveyor.

4. **CAD operator**, at least 10 positions

- Fully qualified cad operator with at least 3 years' experience and previous exposure to drafting work of topographical surveys of irrigation infrastructure resulting in (Longitudinal profiles, cross sections, plan view a of strip survey of canals and drains),
- Proficient with data processing, CAD software
- Proficient with DGPS data processing

Tasks:

- Receive the survey data from the Surveyor, store the data
- Prepare all required drawings to an acceptable standard.
- Prepare submissions in hard and/or soft copy of
- Raw data,
- Processed data,
- Longitudinal sections
- Cross sections
- Plan view of strip survey

5. **GIS operator**, one position

Profile:

- Fully qualified GIS operator with at least 3 years' experience with the applied software
- Proficient with Arcgis 10.1
- Previous exposure to canal and pipeline mapping

Tasks:

- Introduce the topographic map in the GIS project of the schemes using ARCGIS 10.1
- Trace pipeline alignments for the distribution of irrigation water avoiding crossing private land plots.

6. **Structures inspector**, one position

Profile: fully qualified Civil Engineer with 10 years' experience in the inspection of concrete and steel works and with previous exposure to inspection of hydraulic structures.

Experience in conducting tests with the various instruments such as Schmidt hammer, acoustic resonance meter and other.

Tasks:

- Present a proposal for inspection of concrete and steel components of each indicated structure
- Lead the inspections of selected structures
- Conduct testing according to recognized standards and protocols
- Provide and certify a full report for each structure which meets all legal requirements for the republic of Georgia.

Auxiliary staff:

- Drivers and laborers to assist in surveying

IX. Equipment to be provided for services

The Service Provider will provide all necessary equipment to complete the required services and this will include at least the following:

1. DGPS

- Long range DGPS equipment with all necessary accessories of which at least two sets of batteries and in any case sufficient batteries to allow continuous full time survey, at least 10 units.
- The Service Provider will provide details on brand, type and serial numbers off the equipment and provide the accuracy of positioning obtained.

2. CAD stations

Fully operational CAD stations with adequate ram, processing and storage capacity to allow the swift processing of the data collected and production of the required drawings.

3. Inspection instruments

- Schmidt hammer, instrument with valid calibration certificate
- Magnetic resonance instrument: instrument with valid calibration certificate

4. Vehicles

The Service Provider shall provide to surveyors off road vehicles which allow access to all locations to be surveyed during the whole period of assignment and permit collection of surveyors at the end point of survey

quantities

	Personnel and equipment requirement	Inputs (man days)
	Key experts	
1	Chief Surveyor	50
2	10 (no) Surveyors	500
3	10 (no) CAD operators	1000
4	One GIS specialist	40
5	One Civil Engineer/Structures inspector	22
	Non Key- experts	
6	20 (no) Surveyors' Assistants	1000

Annex 2 Engineering Inspections of selected structures

The works may include the inspection of up to 20 structures as follows

General

The Service Provider is to provide a report by engineering subcontractor, which is licensed to conduct inspections of steel and concrete structures and presenting data obtained from various tests and inspection procedures.

The report must be accompanied by the official description of the testing protocol.

Inspections of (reinforced) concrete structures

- Description of the existing condition (leakages, damages) by visual inspection
- Description of the concrete surface and identification of any defects
- Evaluation of current state of the concrete: spalling, corrosion of re-bars,...
- Compliance of the structures with existing design-standards, construction documentation
- Evaluation of armature(reinforcement) corrosion condition
- Evaluation of the water tightness of the structures (siphons and aqueducts)
- Signs of damage by erosion
- Signs of differential or complete Settlement

Steel pipelines.

- Determination of thickness of remaining pipe wall
- Determination of the corrosion process and speed of ongoing corrosion process for outer and inner walls of steel pipes
- Evaluation of state of the external insulation/coating of steel pipe
- Determination of the condition of the welding seams
- Mechanical damage to components
- Determination of residual operational time of pipeline
- Condition and functionality of any fittings including but not limited to valves, air valves, wash-outs, expansion joints, supports

Scope of testing

On reinforced concrete structures: Schmidt hammer tests will be conducted in preselected areas.

Areas for testing will be selected after visual –technical evaluation .and on a agreed density of testing

On metal pipelines:

Instrument measurements of wall thickness will be conducted on an agreed density of tests or in preselected places and defined during the working process.

Welded seams : X-ray determination

The condition of welded seams, wall thickness and corrosive condition will be inspected to the extent, what will be sufficient to determine the residual operational period.

Testing methods

The following methods will be used in field conditions:

- Ultrasonic method for testing
 - o Welding seams, wall thickness, and corrosion condition of metal pipes
 - o Concrete cover
- Schmidt hammer (sclerometer) testing
- Rebar location
- Ultrasonic testing for depth of cover
- Core extraction for concrete testing

Monitoring of structures

The specialist will advise on monitoring structures or components thereof with the intention extending the service life and determining optimal maintenance intervals of each maintenance procedure.

Part III – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

Table of Contents

A. General Provisions	73
1.1 Definitions.....	73
1.2 Applicable Law	74
1.3 Language.....	74
1.4 Notices	74
1.5 Location	74
1.6 Authorized Representatives	75
1.7 Inspection and Audit by the Bank.....	75
1.8 Taxes and Duties.....	75
 2. Commencement, Completion, Modification, and Termination of Contract	 75
2.1 Effectiveness of Contract.....	75
2.3 Intended Completion Date	75
2.4 Modification.....	76
2.4.1 Value Engineering	76
2.5 Force Majeure	76
2.6 Termination.....	76
 3. Obligations of the Service Provider.....	 78
3.1 General.....	78
3.2 Conflict of Interests.....	78
3.3 Confidentiality	79
3.4 Insurance to be Taken Out by the Service Provider	79
3.5 Service Provider's Actions Requiring Employer's Prior Approval.....	79
3.6 Reporting Obligations	79
3.7 Documents Prepared by the Service Provider to Be the Property of the Employer.....	80
3.8 Liquidated Damages	80
3.9 Performance Security.....	80

3.10 Fraud and Corruption	81
3.11 Sustainable Procurement.....	81
4. Service Provider’s Personnel	81
4.1 Description of Personnel.....	81
4.2 Removal and/or Replacement of Personnel.....	81
5. Obligations of the Employer	82
5.1 Assistance and Exemptions.....	82
5.2 Change in the Applicable Law.....	82
5.3 Services and Facilities.....	82
6. Payments to the Service Provider	82
6.1 Lump-Sum Remuneration.....	82
6.2 Contract Price.....	82
6.3 Payment for Additional Services, and Performance Incentive Compensation	82
6.4 Terms and Conditions of Payment.....	82
6.5 Interest on Delayed Payments.....	83
6.6 Price Adjustment.....	83
6.7 Dayworks	84
7. Quality Control	84
7.1 Identifying Defects.....	84
7.2 Correction of Defects, and	84
8. Settlement of Disputes	84
8.1 Amicable Settlement	85
8.2 Dispute Settlement	85

Section VIII - General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;
- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider
- (i) N/A
- (j) “GCC” means these General Conditions of Contract;
- (k) “Government” means the Government of the Employer’s Country;
- (l) N/A
- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members”

means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;

- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Employer’s Country.

1.3 Language This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a

particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

**1.6 Authorized
Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

**1.7 Inspection and
Audit by the
Bank**

Pursuant to paragraph 2.2 e. of Appendix A to the General Conditions, the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the Bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**1.8 Taxes and
Duties**

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

**2.1 Effectiveness of
Contract**

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

**2.2 Commencement
of Services**

2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

**2.2.2 Starting
Date**

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

**2.3 Intended
Completion Date**

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be

liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.4.1 Value Engineering

Not applicable

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix A to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

**2.6.4 Payment
upon
Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider**3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests**3.2.1 Service Provider
Not to Benefit
from
Commissions
and Discounts.**

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

**3.2.2 Service Provider
and Affiliates
Not to be
Otherwise
Interested in
Project**

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Appendix to the GCC.

The Employer requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

Not applicable

4. Service Provider's Personnel**4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** (a) The price payable in Georgian Lari (GEL) for entire Contract is **set forth in the SCC.**
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendix D.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the

Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment

made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

- 6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
- 6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

APPENDIX A

Fraud and Corruption

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines (refers to the Guidelines indicated in the Project Financing Agreement) and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section IX - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in <i>Georgia</i> .”
1.1(a)	The Adjudicator is: <i>Mr. Paata Salia Office located at #4 Shio Mghvimeli Str, Tbilisi 0161, Georgia.</i>
1.1(e)	The contract name is: <i>Topographic Survey for Tbisi Kumisi, Kvemo Samgori and Zeda Ru Irrigation Schemes</i>
1.1(h)	The Employer is: <i>Ministry of Agriculture of Georgia</i>
1.1(m)	The Member in Charge is: _____
1.1(p)	The Service Provider is: _____
1.2	The Applicable Law is: <i>Georgia</i>
1.3	The language is: <i>English</i>
1.4	<p>The addresses are:</p> <p>Employer: <i>Ministry of Agriculture of Georgia</i></p> <p>Attention: <i>Mr. Alexander Lotuashvili, Deputy Head of International Relations Department of MoA - Chairman of the Committee</i></p> <p>Tel: <u><i>+995 (32) 237 80 38</i></u></p> <p>Facsimile: <u><i>N/A</i></u></p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: <i>Mr. Alexander Lotuashvili, Deputy Head of International Relations Department of MoA - Chairman of the Committee</i></p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is: <i>date of contract signing by both parties</i>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.2.2	The Starting Date for the commencement of Services is: _____.
2.3	The Intended Completion Date is: _____.
2.4.1	Not Applicable
3.2.3	Activities prohibited after termination of this Contract are: <i>None</i>
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party liability: <i>GEL 50,000</i> (ii) Employer's liability and workers' compensation: <i>GEL 10,000 per person</i> (iii) Professional liability: <i>not less than 100% of the total Contract amount</i> (iv) Loss or damage to equipment and property: <i>GEL 100,000</i>
3.5(d)	The other actions are: <i>None</i>
3.7	Restrictions on the use of documents prepared by the Service Provider are: <i>N/A</i>
3.8.1	<p>The liquidated damages rate is <i>0.1%</i> per day of the total contract amount</p> <p>The maximum amount of liquidated damages for the whole contract is <i>10%</i> percent of the final Contract Price.</p>
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is: <i>None</i>
3.9	<p>The Performance security amount is:</p> <ul style="list-style-type: none"> (a) Bank Guarantee: <i>10% of the total Contract Price.</i> <p><i>A Bank Guarantee shall be unconditional (on demand) (see Section X, Contract Forms).</i></p>
5.1	The assistance and exemptions provided to the Service Provider are: <i>None</i>
6.2(a)	The amount in GEL is: _____.
6.3.2	The performance incentive paid to the Service Provider shall be: <u><i>N/A</i></u>
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: <i>10%</i> percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ul style="list-style-type: none"> • Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> ➤ 40% of total lump-sum amount shall be paid upon submission of Topographic Survey and Alignment of the first two hundred meters of all secondary distributor canals for Qvemo Samgori and Zeda Ru Irrigation systems and Engineering Inspections of Structures, acceptable to the Client; ➤ 10% of total lump-sum amount shall be paid upon submission of Topographic Map envisaged under the scope of services, acceptable to the Client; ➤ 20% of total lump-sum amount shall be paid upon submission of Spot Elevations and Benchmarks for entire design irrigation areas of Qvemo Samgori, Zeda Ru and Tbisi-Kumisi irrigation schemes envisaged under the scope of services, acceptable to the Client; ➤ 30% of total lump-sum amount shall be paid upon submission of 3D alignments for secondary and tertiary canals, envisaged under the scope of services, acceptable to the Client. <p>Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> • The amortization of the Advance mentioned above shall commence from the first progress payment and be completed when the progress payments have reached 70%. • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	<p>Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 30 days in the case of the final payment.</p> <p>The interest rate is: <i>0.01% of unpaid amount per each day of delay</i></p>
6.6.1	Not Applicable
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: <i>N/A</i></p> <p>The Defects Liability Period is: <i>None</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.2.3	The Adjudicator is: _____. Who will be paid a rate of _____ per hour of work.
8.2.4	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 8.2.4 shall be as follows:</p> <p>In accordance with the Georgian legislation.</p> <p>Institution whose arbitration procedures shall be used and the place of arbitration shall be: Dispute Resolution Center Ltd. (the DRC), 71 Vaja-Pshavela ave., Tbilisi, Georgia</p>
8.2.5	The designated Appointing Authority for a new Adjudicator is _____

Appendices

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

Appendix C - Key Personnel and Subcontractors

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government’s country, and staff-months for each.*
 - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government’s country.*
 - C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*
 - C-4 Same information as C-1 for Key local Personnel.*

Appendix D—Breakdown of Contract Price

List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Section X - Contract Forms

Table of Forms

Performance Security.....106
Advance Payment Security.....110

Performance Security

(Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the Non-Consulting Services of *_ [insert name of contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GCC. The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Non-Consulting Services]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Services; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that seventy (70) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.